

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.**

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**FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C.**

In the Matter of)
)
Implementation of Section 19 of the)
Cable Television Consumer Protection)
and Competition Act of 1992)
)
)
Annual Assessment of the Status of)
Competition in the Market for the)
Delivery of Video Programming)

CS Docket No. 95-61

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REPLY COMMENTS OF SUPERSTAR SATELLITE ENTERTAINMENT

Superstar Satellite Entertainment ("Superstar") hereby submits these reply comments in response to the comments filed by various parties in this proceeding.

Introduction and Summary

The Commission commenced this proceeding in response to Section 19(g) of the Cable Television Consumer Protection and Competition Act of 1992 ("1992 Cable Act"), directing the Commission to report annually to Congress on the status of competition in the market for the delivery of video programming.¹ Superstar is predominantly concerned with comments concerning competition, pricing, and conduct by programmers in the home satellite

¹ 47 U.S.C. § 548(g).

dish ("HSD") market. In the first report assessing competition in the video markets, the Commission found that the program access rules were working well and that, in contrast to substantial evidence of specific problems concerning program access in the Commission's earlier reports, commenters in the 1994 proceeding did not complain about widespread unavailability of programming to distributors competing with cable operators.² Indeed, one of the program distributors providing substantial competition to cable reported in the 1994 proceeding how important both the 1992 Cable Act and the Commission's regulations on program access have been to the development of high powered DBS services.³ That same commenter emphasized in the current proceeding just how important the Act and those regulations remain to this day.⁴

Consistent with the comments last year, the comments filed this year generally reflect that the programming market is highly competitive. Nevertheless, despite the presence of robust competition, evidenced by the expansion of the HSD market and the Commission's findings in its program access rulemaking proceeding that certain pricing differentials are permitted under the Rules, certain distributors of programming to the HSD market repeat stale allegations of discrimination.⁵ In fact, discrimination is not present in the HSD market.

²1994 Competition Report, 9 FCC Rcd. 7442, 7528, ¶ 173 (1994).

³Comments of DirecTV at 2.

⁴Id.

⁵See comments of the National Rural Telecommunications Cooperative ("NRTC") as well as the comments of Satellite Receivers, Ltd. ("SRL"). These commenters restate arguments that price differentials between rates charged the home satellite dish market ("HSD") and other technologies are not justified. NRTC Comments at 6-7, 8; SRL Comments at 2, 3.

These same distributors also argue that the Commission should adopt additional remedies, including an award of damages, to prevent price discrimination.⁶ This argument is duplicative of earlier arguments made by these same commenters, and not worthy of further consideration. The Commission should adhere to its previous conclusion, reinforced on reconsideration, that a damage remedy is not appropriate for violations of the program access rules.

I. Development of the HSD Market

Superstar is a "satellite broadcast programming vendor" within the meaning of Section 1000(g) of the Commission's Rules, 47 C.F.R. § 1000(g). Superstar uplinks and distributes three superstations, WGN-TV, KTLA-TV, and WPIX-TV for distribution to backyard dish markets.⁷ Superstar sells programming directly to home satellite dish ("HSD") owners possessing residential C-band TVRO earth station facilities. Superstar also sells programming directly to HSD owners by way of a number of agents and commissioned

Notably, neither the programmers themselves who compete against each other, nor the vast majority of the several thousand distributors and packagers who compete against the programmers as well as each other, have made these claims. Essentially, SRL wants to enjoy the other programmers/distributors' economies of scale, while not being forced to become as efficient as they are in serving the HSD market.

⁶NRTC comments at 10-12; SRL comments at 2, 5.

⁷Until last year, Superstar also uplinked the signal of KTVT-TV, Dallas, Texas. However, due to a change in affiliation, KTVT-TV became a network station, and Superstar was forced to discontinue uplinking its signal as a superstation. This event demonstrates the risk and uncertainty with respect to the investment in facilities for uplinking satellite superstations. Pricing in the superstation market must reflect necessary higher returns to offset the risk and inability to control the affiliation of the programming provider.

salesmen, including equipment dealers, equipment distributors, and third-party program packagers. United Video, a separate division but under common ownership with Superstar, participates in the uplink of these three superstations, and distributes them to facilities-based operators ("FBOs") such as cable, MMDS and SMATV operators.⁸

Program distribution to the HSD market was conceived and developed well after the FBO market had been established. Superstation distribution to HSDs is essentially a "retail" market for the programmers; programming is sold directly to consumers and no facilities-based intermediaries are (or could be) part of the programming delivery process. When the sales to HSDs began in 1987, there were *no HSD subscribers*. The risk taken by investing in the necessary sales, authorization, and customer service facilities occurred before any revenue stream from HSD even existed.⁹

Today there are approximately 90 programming services available nationally in the HSD market, from 35 national and regional programmers and third party packagers.¹⁰ In this highly competitive environment, the marketing of HSD services is critical. While the

⁸ In March 1987, United Video began selling superstation programming to the HSD market, first under its own name and subsequently under the name Superstar Connection. Through various internal reorganizations, the entity now providing HSD service is Superstar Satellite Entertainment.

⁹Previously, HSDs did not pay for any unscrambled signals they were able to receive. With the advent of scrambling, it could not be predicted whether HSD owners would pay for signals actually received or simply try to pirate them. Initially, equipment dealers and distributors refused to be part of the process, thus leaving Superstar with no option but to establish its operations and sell directly to consumers.

¹⁰Exhibit A, excerpted from the August 1995 issue of ORBIT© Magazine.

cable market has matured somewhat, the full extent of HSDs' competition to cable is still emerging and the number of entities competing for the much smaller universe of HSD subscribers make marketing and advertising critical to the success of any HSD programming service. Indeed, this intense competition itself precludes price discrimination. The price differentials here are only reflective of the costs and technical differences in delivering services through various distributors. The differences between the operation of the HSD and cable markets have been covered in the comments in the program access rulemaking proceeding, as well as in two prior discrimination inquiries in which the Commission issued two separate reports.¹¹ Superstar and others also filed comments in last year's proceeding for preparing the 1994 Competition Report.

Superstar's rates charged to HSD distributors for reselling Superstar's programming services are lower than the rates charged individual HSD users, thus enabling the distributor to receive a commission for marketing the subscriptions. Essentially, the HSD distributor receives a discount from the rates charged to individual subscribers. The extent of these discounts for HSD distributors depends on a number of factors, including the following:

- Costs, types, and availability of competing programming
- Satellite location

¹¹See, e.g., First Report, Inquiry Into the Existence of Discrimination in the Provision of Superstation and Network Station Programming, 5 F.C.C. Rcd 523 (1989); Second Report, 6 F.C.C. Rcd 3312 (1991). The costs associated with serving the HSD market, as presented in the program access rulemaking, are set out *infra* in Section II.

- Volume
- Penetration
- Cost of detecting and eliminating piracy
- Risk of maintaining security on a forward basis
- Copyright
- Administrative costs
- Fixed costs
- Variable and overhead costs
- DBS center obligations
- Cost of DBS center - related equipment
- Markets for Superstar's programming
- Types, number and style of programming packages
- Current promotions
- Marketing programs and marketing strategy
- Authorization procedures
- Customer service requirements
- Software development and support
- Training

All of these items -- significant from a cost perspective and indicative of the differences in serving the HSD market -- justify price differentials.

II. Hollow Claims of Discrimination

The Commission has already devoted substantial effort to analyzing claims of discrimination in programming pricing like those asserted by NRTC and SRL. The first inquiry was conducted by the Commission at the direction of Congress in the Satellite Home Viewer Act of 1988, 17 U.S.C. § 119.¹² At that time, the Commission found no evidence of discrimination, but held over for a second report analysis of discrimination concerning the rates charged for programming for home distributors versus cable operators.¹³ In the Second Report, the Commission reviewed, but refused to accept, the argument that the services provided to the HSD market were "like" the services provided to cable operators, and found that "substantial questions" were raised on this issue.¹⁴ The Commission noted differences in copyright clearances and payments, as well as differences in the manner of scrambling and descrambling, which demonstrate further the differences in the services being provided. The Commission agreed that any costs incurred benefit all HSD distributors:

The carriers' claim that their national advertising is directed to all customers and thus benefits distributors by enhancing customer awareness of the programming has validity . . . part of the cost of advertising and promotion is therefore appropriately allocated to serving distributors as

¹²Notice of Inquiry into the Existence of Discrimination in the Provision of Superstation and Network Station Programming, 4 F.C.C. Rcd. 3883 (1989).

¹³First Report, 5 FCC Rcd at 3313.

¹⁴Second Report, 6 F.C.C. Rcd at 3316.

well as individual customers.¹⁵

The Commission also found that costs of providing customer service were difficult to allocate between wholesale and retail markets because carriers actually assist most distributors' customers.¹⁶ In addition, although some distributors do contribute to the anti-piracy effort, the carriers' overall contributions enhance the position of all participants in the HSD market and thus "it would not be appropriate, as suggested by NRTC, to allocate all anti-piracy costs solely to retail service."¹⁷ However, the Commission decided to leave final resolution of these issues to a pending complaint which had been filed by NRTC after the comment period, but before the issuance of the second report.¹⁸

The matter remained unresolved until Congress passed the 1992 Cable Act. After passage of the Act, the Commission commenced a proceeding for the implementation of Section 19 of the 1992 Cable Act, as well as the adoption of rules implementing the provisions concerning, *inter alia*, discrimination in the provision of cable and satellite

¹⁵Second Report, 6 F.C.C. Rcd. at 3319.

¹⁶Id.

¹⁷Id., 6 F.C.C. Rcd. at 3320. In the Second Report, the Commission also found that the proper allocation of costs for transponders, up-link facilities and for providing for a rate of return and tax allowances would be appropriate. Clearly, these items would be part of any carriers cost-based justification, which none of the complaining commenters seem to consider relevant.

¹⁸Id. ¶ 28. NRTC's complaint proceeding, while briefed and argued by satellite carriers, resulted in NRTC withdrawing its complaint in order to seek legislative relief.

broadcast programming.¹⁹ Superstar Satellite Entertainment participated in the rulemaking proceeding commenced by the Commission for the adoption of rules which were made effective for existing programming contracts in November 1993.²⁰

In its Report and Order, the Commission revisited the discrimination allegations concerning superstation programming and it found that superstation programming is available and marketed to every type of multichannel video distributor, not just to cable television systems. Indeed, over 30 million cable, SMATV, and MMDS subscribers, and over two million HSDs subscribe to Superstar's three superstations. These superstations are "available" to every single television household in the country.

The Commission further found that satellite broadcasting programming vendors also face a unique, artificial ceiling on program prices which, combined with the comparative ease of entry for potential competitors seeking to offer the same signal, militated against the same type of discrimination allegations made here.

[W]e believe that certain practices involving price differentials benefit the public by increasing the availability of programming -- as well as reducing the price of service -- to consumers. For instance, we conclude that our Rules must allow for fundamental differences in pricing of satellite

¹⁹First Report and Order in Implementation of Sections 12 and 19 of the Cable Television Consumer Protection and Competition Act of 1992, 8 F.C.C. Rcd. 3359 (1993), recon pending. ("Report and Order").

²⁰47 C.F.R. §§ 1000, et seq.

cable programming as opposed to satellite broadcast programming, because satellite broadcast programming vendors face a unique, artificial ceiling on program prices, as well as comparative ease of entry barriers for potential competitors seeking to offer the same signals.²¹

The program access provisions in the 1992 Cable Act and the Commission's regulations were *not* intended to eliminate all price differentials or to increase the HSD distributor's profit margins. Rather, the rules were intended to insure that in the absence of competition, pricing was not discriminatory. Competition clearly exists among satellite broadcast programming vendors and HSD distributors, and market entry is unrestricted. Indeed, the workings of a fully competitive market exists where, as here, competition -- not regulation -- is able to control pricing and practices. Moreover, because superstation programmers are non-dominant with respect to provision of their services, price discrimination could not be maintained.²² In that regard, the fact that price differentials exist does not establish discrimination; rather, price differentials offered by superstation programmers lacking market power are indicative of *competition*, not price discrimination.²³

Consistent with these principles, the regulations also allow for price differentials based on "actual and reasonable differences in the cost of creation, sale or delivery of programming" as well as differentials attributable to "economies of scale, cost

²¹Report and Order, ¶ 100.

²²See Competitive Carrier Rulemaking, 95 F.C.C.2d 554 (1983).

²³See Competitive Carrier Rulemaking, 85 F.C.C.2d 1, 31 (1980).

savings, or other direct and legitimate economic benefits that are reasonably attributable to the number of subscribers served." 76 C.F.R. § 1002. Indeed, the Commission recognized expressly that service to HSD distributors

may be more costly than service to others using different delivery systems, such as cable operators, as additional costs are often occurred for advertising expenses, copyright fees, customer service, DBS authorization center charges, and signal security. The record indicates that these cost differences are particularly evident when providing programming services to HSD distributors who do not provide a complete distribution path to individual subscribers.²⁴

The rules reflect these differentials by providing that

vendors may base price differentials, in whole or in part, on differences in the cost of delivering their programming service to particular distributors, differences in costs, or additional costs incurred for advertising expenses, copyright fees, customer service, and signal security. Vendors may base price differentials on cost differences that are within a given technology, as well as between technologies.²⁵

In response to these rules, and in conformance with marketing strategies, Superstar reviewed and revised the prices, terms, and conditions for its distributors. Although Superstar determined that its rates were consistent with the rules, Superstar, largely in response to

²⁴Report and Order, at ¶ 106 (footnote omitted).

²⁵47 C.F.R. §76.1002(b)(2)(note).

competitive pressures, reduced its rates for HSD distributors in the range of 15 to 40 percent.²⁶

SRL, one of five HSD distributors who filed complaints against Superstar alleging price discrimination, continues with its rhetoric in its comments that "cable programmers" impose wholesale rates for HSD distribution which are significantly and unjustifiably higher than the rates charged to cable and other distribution technologies.²⁷ Indeed, SRL thinks the programmers are simply milking a "cash cow" and, in a new twist on the old discrimination argument, posits that those programmers who also sell packages in competition with entities such as SRL, are subsidizing the price of their packages through margins built into their wholesale rates.²⁸ However there is no analysis of whether programmers who sell packages at rates less than SRL have achieved volume and penetration levels justifying lower rates.²⁹

²⁶Superstar provides its "Superview" package consisting of 27 channels of popular satellite cable and satellite broadcast (network and superstation) programming for \$17.95 per month, (annual rate of \$125.00, or \$14.60 per month). The benchmark monthly cable rate for 24 regulated satellite channels on an MSO's 10,000 subscriber cable system, in an average income area, is 30% *higher* or \$23.48 per month, for fewer channels. FCC Form 1200, Module C.

²⁷SRL Comments at 2.

²⁸*Id.* at 2-3.

²⁹SRL does not believe that the lower price results from volume discounts. While SRL's belief may be relevant to the tone of its comments, such belief, not based on any empirical evidence, is simply unjustified.

NRTC generally alleges price discrimination by vertically integrated programming vendors in the C-band market as being a problem and requiring NRTC to "pay significantly more than cable rates for C-band distribution rights."³⁰ However, NRTC has been one of the more successful participants in the DBS market. While it has obtained substantial programming and made substantial successes with its high powered DirecTV service, NRTC still complains about various "loopholes" in the program access rules.³¹

Clearly its interest is to obtain lower rates to increase its own profits while not providing any added value for HSD subscribers, and simultaneously ignoring its DBS success, which was the result of these same rules.

III. Damage Remedies Are Not Appropriate Under the Program Access Rules

Some commenters have argued that the Commission should once again revisit the damage issue. In prior comments, and in petitions for reconsideration, NRTC and others asked the Commission to amend the program access rules to expressly include damage remedies for price differentials that violate the program access rules. However, in its Report and Order, the Commission found that in most cases, the only appropriate remedy would be to amend the agreement and prescribe pricing prospectively, and that at most, forfeitures

³⁰NRTC Comments at 6-7.

³¹NRTC Comments at 7-8.

under Title V would be appropriate.³² More recently, on reconsideration, the Commission confirmed that it should not create any damage remedy for violation of the program access rules.³³

Despite the Commission's clearly expressed intent to exclude damage remedies from program access rules, commenters have argued that the Commission should still award damages for violation of the program access rules to help the distributors coerce lower prices from the programmers.³⁴ This repeated argument should be rejected.

First, Congress did *not* direct the Commission to employ damage remedies. Although Congress authorized the Commission to order "appropriate" remedies, including the power to establish prices, terms and conditions in 47 U.S.C. § 628(e)(1), Congress granted authority to the Commission to utilize only those "additional" remedies available under Title V, or any other provision of *this* Act. 47 U.S.C. § 628(e)(2). Damages may be awarded under Title II against communications common carriers but, because none of the programmers are "common carriers" subject to Title II, none of Title II's damage remedies are "available."³⁵

³²In re Implementation of Sections 12 and 19 of the Cable Television Consumer Protection and Competition Act of 1992, 8 F.C.C. Rcd. 3359, 3420 (1993)("First Report").

³³Memorandum Opinion and Order on Reconsideration of the First Report and Order, FCC 94-287, MM Dkt. No. 92-265, ¶ 18 (Dec. 9, 1994) ("Recon Order").

³⁴NRTC Comments at 11-12; SRL Comments at 2.

³⁵ Superstar and others argued that, consistent with this analysis, the Commission has no authority to provide a damage remedy. "It is axiomatic that an administrative agency's power to promulgate legislative regulations is limited to the authority delegated by Congress." Bowen v. Georgetown University Hospital, 488 U.S. 204, 208 (1988). Superstar

Second, damage awards in Title II common carrier proceedings do not include the types of awards these commenters would like under the program access rules. In common carrier proceedings damages are not calculated as the difference between the rates charged to the complaining distributor and similarly situated competing distributors. The "difference between one rate and another is not the measure of damages. . .".³⁶ The actual measure of damages in a common carrier proceeding is limited to the particular profits which are lost due to customers subscribing to a competitor's service.³⁷ These commenters, on the other hand, want the distributor to be able to recover the difference between the rate paid for programming and the rate that the "favored" distributors paid, regardless of lost profits. Significantly, many of these same distributors have not passed on their cost savings to their customers. It would thus be wholly inequitable to force the program vendors to underwrite the distributors' profit margins by charging lower prices, while at the same time the distributors do not pass the savings on to their customers. Accordingly, because price differentials are not damages under Title II, the entire argument supporting the inclusion of a Title II damage remedy is without justification.

Moreover, refusing damage awards makes eminent sense. Here, the cable and HSD services are "unlike" one another ("likeness" being another prerequisite for recovery in a

acknowledges that on reconsideration, the Commission determined that it did have authority to adopt a damage remedy, but declined to do so. Recon Order, ¶18.

³⁶I.C.C. v. United States, 289 U.S. 385, 389 (1933); Illinois Bell Telephone Co. v. American Telephone and Telegraph Co., 66 RR2d 919, n. 13 (1989).

³⁷I.C.C., 289 U.S. at 390.

common carrier proceeding) and it would be purely speculative to assume that the price of programming charged to a distributor alone causes a customer not to subscribe to a particular technology for delivery of programming.³⁸ Accordingly, awarding damages -- even as "lost profits" -- would be purely speculative and not based on any business or market evidence. Under the rules, program access complainants can succeed on discrimination claims without having to demonstrate competitive harm. It would be inappropriate to award damages where no harm has been demonstrated.³⁹ Moreover, the existing program access complaint process and rules are not designed to accommodate the evaluation and award of damages. The fact that the rules themselves allow for -- and in some instances encourage -- price differentials, and certain differentials are considered *de minimis*, a damage remedy would make no sense for price differentials.⁴⁰

Most likely, a damage remedy would have the *in terrorem* effect of multiple complaints against multiple programmers, forcing a settlement regardless of whether

³⁸Throughout the comments in the underlying proceeding for the adoption of the program access rules, vendors demonstrated that delivery of signals to cable operators is not "like" the service provided to HSD distributors who simply authorize billing and collect for services that carriers directly provide to HSD owners. To the extent that program access rules determine the degree of "likeness" for the purpose of comparison, the rules still provide justification for price differentials based on "offering of service," 47 C.F.R. § 1002(b)(1). As set forth in the comments and as set forth in the prior and pending complaint proceedings, the additional costs and risks in serving the backyard dish market, including additional investment necessary to technically deliver, market, and make the service successful, differentiate the services that are being provided.

³⁹See, e.g., Recon. Order at ¶ 62.

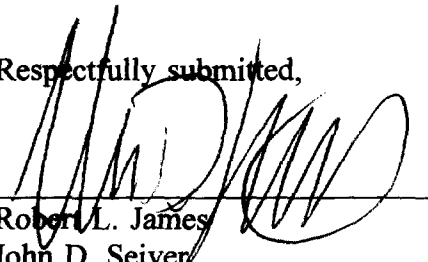
⁴⁰Even one of the biggest proponents of a damage remedy, NRTC, must acknowledge by the statements of its DirecTV affiliate, that the existing rules (with no damage remedy) are working quite well. DirecTV comments at 2.

complainants are actually entitled to lower rates. The additional award of a damage remedy will only encourage such complaints, rewarding litigious distributors who would only need to file a short complaint with the Commission to avail themselves of lower rates.

CONCLUSION

The Commission's report to Congress should identify the healthy state of competition in the HSD market. Isolated and unsupported allegations of discrimination and inconsistent positions with regard to damages and exclusivity are not relevant to the overall assessment.

Respectfully submitted,



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EXHIBIT A

Excerpt from August 1995 issue of ORBIT© Magazine

Who to call to order any pay channel on satellite TV.

****May be subject to certain geographical restrictions.**

ORDERING PAY CHANNELS

Who to call to order any pay channel on satellite TV.

| Channel | Service | Phone |
|----------|-------------------------|-------------------------------|
| MTV/VH-1 | A1 Sat. Service | (913) 625-4007 |
| NRCH | Adelphi Home Sat. Serv. | (408) (800) 602-2477 |
| NPLTK | All Star Prog. | (800) 330-8716 |
| NTLNK | American Prog. Svc. | (800) 630-8846 |
| NEWSP | Car Sat. Prog. | (800) 444-8200 |
| NHK | DSS Programming | (800) 903-8900 |
| PLBY | Disney (800) 303-5252 | |
| PRIME | Excelsior | (800) 660-8000 |
| PT24 | ESPN | (800) 233-ESPN |
| R1PPV | Galaxy Serv. Group | (800) 208-8876 |
| SBH | HBO Movie | (800) HBO-DISH (628-3474) |
| SCFI | Jones Sat. Prog. | (800) 365-8655 |
| SNO | Liberty Sat. Sports | (800) 786-7786 |
| SPICE | National Prog. Svc. | (800) 444-DISH (3474) |
| SPCH | Medial Prog. | (800) 642-8000 (24 hrs.) |
| STARZ | NW Satellite | (800) 452-0050 |
| TBS | Playboy | (800) 328-2500 |
| TMC | PrimeTime 24 | (800) 863-7824 |
| TNN | Programmers Cloning Men | (800) 608-4770 |
| TNT | Programmers Workshops | (800) 844-8444 (24 hrs.) |
| TRAV | Rural TV | (800) 382-0121 |
| TOM | Satellite Composites | (800) 464-5432 |
| TVAS | Satellite Bookings | (800) 452-8876 |
| WROT | Satellite Service | (800) 477-1234 |
| TVN | Shoreline Sat. Net. | (800) 980-5100 |
| UNIV | Sports Sat. Prog. | (800) 787-3474 |
| USA | Superstar Sat. Net. | (800) 225-5772 (24 hrs.) |
| WVH | Tek-Media | (800) 900-8876 |
| WFLD | Times Mirror | |
| WGN | Turner Home Sat. | (800) 843-9286 |
| WPIX | Turner Video | (800) 344-6834 (24 hrs.) |
| WDBK | TV Asia | (800) 458-8226 |
| WWOR | TV Europe | (800) 559-3474 (800) 273-3008 |
| | TVN East | (800) 232-4747 (408) |
| | Viewer's Theater | (800) 242-4747 |

* Combined Packages: **Midwest Markets** - **Atlanta 3** (WPLG/ABC, WHDH/NBC, WUSA/CBS); **Denver** (KUSA/ABC, KCNC/NBC, KMGH/CBS). **PrimeTime 24** - **PrimeTime East** (WABC/ABC, WRAL/CBS, WXXA/NBC); **PrimeTime West** (KONG/ABC, KPDX/CBS, KQBC/NBC).

Sports Net. = Empire, HTS, MSGN, NESN, Prime Sports-NW, Prime Sports-SW, Prime Sports-S. Cal., Prime Sports-Rocky Mt., Prime Sports-Inttnl/West, Prime Sports-Upper/Midwest, Prime Sports-Midwest, PASS, SportSouth, Sunshine. **SportsChannels** = SportsChannels from Chicago, Florida, New England, New York, Ohio, Pennsylvania, Pacific.

****May be subject to certain geographical restrictions.**

C-Band Channels By Interest

| | | | | | | | | |
|-------------------------------|----|---------------|-----------------------------|----|-----------|-----------------------------|----|---------|
| EDUCATIONAL | | | Cable Health Club | | | TVN 9 PPV-CVS | | |
| Discovery Channel-East | F4 | 24 hrs. | Cartoon Network | G1 | 24 hrs. | TVN 10 PPV-Spice | T3 | 24 hrs. |
| The Learning Channel | F3 | 6a-2a | Channel America | A1 | 24 hrs. | Viewer's Choice PPV | F3 | 24 hrs. |
| Mind Extension University | G5 | 24 hrs. | Cinemax-East | G1 | 24 hrs. | RELIGIOUS | | |
| Nebr. Sat. Telelearn. Serv. | S3 | o/v | Cinemax-West | G5 | 24 hrs. | Able Telecommunications | T2 | o/v |
| STEP Classes | F1 | o/v | Cinemax-East 2 | G1 | 24 hrs. | Clara Vision (ESP) | M2 | 7a-12a |
| HOME SHOPPING | | | Comedy Central-East | F3 | 24 hrs. | Dr. Gene Scott | G2 | 24 hrs. |
| American InfoChannel | S3 | 3a-11:30a | Comedy Central-West | G1 | 24 hrs. | WPCB (Cornerstone TV) | G2 | 24 hrs. |
| Art Gallery | T1 | Sat. 12p | The Disney Channel-East | G5 | 24 hrs. | Eternal Word TV Network | G1 | 24 hrs. |
| Home Shopping Net. 1 | F4 | 24 hrs. | The Disney Channel-West | G1 | 24 hrs. | Faith & Values Network | F3 | 24 hrs. |
| Home Shopping Net. 2 | F3 | 24 hrs. | E! Entertainment TV | F3 | 24 hrs. | Keystone Inspirational Net. | G3 | 24 hrs. |
| MET (Merchandise Ent. TV) | G2 | 24 hrs. | Encore | G1 | 24 hrs. | La Cadena del Milagro (ESP) | G7 | 24 hrs. |
| Panda America Showcase | T3 | 9a-3a | Family Channel-East | G5 | 24 hrs. | New Inspirational Network | G1 | 24 hrs. |
| Q2 | F3 | 24 hrs. | Family Channel-West | F3 | 24 hrs. | SDA Good News Network | T1 | 10a-12p |
| QVC Network | F4 | 24 hrs. | Flix | T3 | 24 hrs. | Shepherd's Chapel Net. | G4 | 24 hrs. |
| Shop at Home | S3 | 24 hrs. | FX-East | G7 | 24 hrs. | Three Angels | A1 | 24 hrs. |
| Shop at Home | G3 | 24 hrs. | FX-West | G7 | 24 hrs. | Trinity Broadcasting Net. | G5 | 24 hrs. |
| Valuevision | G1 | 24 hrs. | FXMovies | G7 | 24 hrs. | World Harvest TV | G4 | 8p-10a |
| Via TV | G7 | 24 hrs. | Game Show Network | G7 | 24 hrs. | The Worship Network | G2 | 24 hrs. |
| Video Catalog Channel | A1 | 24 hrs. | History Channel | F3 | 24 hrs. | SPECIAL INTEREST | | |
| WESN | T2 | M,T,Th 10p | Home & Garden TV | G1 | 24 hrs. | Cal-Channel | F1 | 1p |
| INTERNATIONAL | | | Home Box Office-East | G5 | 24 hrs. | NASA-Select Channel | S2 | o/v |
| Antenna Greece (Greek) | G3 | 7p | Home Box Office-West | G5 | 24 hrs. | NET | G7 | 24 hrs. |
| Arab Net. of America (Arabic) | G2 | 5p-5a | Home Box Office-East 2 | G7 | 24 hrs. | OPENet | T1 | T&Th 8p |
| CBC French-East | A2 | 11a-3a | Home Box Office-East 3 | G7 | 24 hrs. | Skyvision | T2 | 24 hrs. |
| Deutsche Welle (German) | F4 | 24 hrs. | Home Box Office-West 2 | G2 | 24 hrs. | The Travel Channel | F4 | 24 hrs. |
| EDTV Dubai TV (Arabic) | G7 | 24 hrs. | Independent Film Channel | F4 | 24 hrs. | TVNC | A1 | 24 hrs. |
| International Channel | G7 | 24 hrs. | Lifetime-East | F3 | 24 hrs. | The Weather Channel | F3 | 24 hrs. |
| Irish Channel | G3 | o/v Sun. a.m. | Lifetime-West | F3 | 24 hrs. | Weather Network | A2 | 24 hrs. |
| NHK-Japan | G2 | o/v | The Movie Channel-East | F3 | 24 hrs. | SPORTS | | |
| RAI/USA Network (Italian) | G7 | 6p-8p | The Movie Channel-West | F4 | 24 hrs. | Calliente Racing (ESP) | M1 | 9:45p |
| RTP (Portuguese) | T2 | 24 hrs. | The Nashville Network | G5 | 24 hrs. | Empire Sports Network | A1 | 24 hrs. |
| SEP-Mexico (ESP) | M2 | 24 hrs. | National Prog. Network | T2 | 24 hrs. | ESPN | G5 | 24 hrs. |
| SUR (ESP) | S2 | 24 hrs. | Network One | F1 | 24 hrs. | ESPN Alternate | G1 | o/v |
| TV Asia (Hindi) | G2 | 7p-4a | NewsTalk | G7 | 24 hrs. | ESPN2 | G5 | 24 hrs. |
| TV5 (French) | A1 | 24 hrs. | Nickelodeon-East | F4 | 24 hrs. | Golf Channel | G7 | 24 hrs. |
| Univision (ESP) | S3 | 24 hrs. | Nickelodeon-West | F3 | 24 hrs. | Home Team Sports | S3 | 24 hrs. |
| XEIPN-Mexico City (ESP) | M2 | o/v | Nostalgia | G1 | 24 hrs. | Madison Sq. Garden Net. | F4 | 24 hrs. |
| XEQ-Mexico City (ESP) | M1 | 8a-2:30a | Outdoor Channel | T2 | 24 hrs. | Madison Sq. Garden Net.2 | G3 | o/v |
| XEW-Mexico City (ESP) | M2 | 24 hrs. | Sci-Fi Channel | G5 | 24 hrs. | Midwest Sports Channel | G2 | 24 hrs. |
| XEWI-Hermosillo (ESP) | M1 | 10a-3a | Showtime-East | F3 | 24 hrs. | New England Sports Net. | F3 | 24 hrs. |
| XHDF-Mexico City (ESP) | M2 | 8:45a-3a | Showtime-West | F4 | 24 hrs. | NewSport-West | F1 | 24 hrs. |
| XHGC-Mexico City (ESP) | M2 | 24 hrs. | Showtime 2 | T3 | 24 hrs. | NewSport-East | S2 | 24 hrs. |
| XHMT-Mexico City (ESP) | M1 | 4p-3a | StarNet | T1 | 12p-5:30p | Prime Sports Network | F3 | 24 hrs. |
| MAJOR NETWORKS | | | STARZ! | S4 | 24 hrs. | Prime Sports Northwest | F1 | Nightly |
| KOMO-Seattle (ABC) | S4 | 24 hrs. | TNT | G5 | 24 hrs. | Prime Sports Showcase | F1 | 24 hrs. |
| KUSA-Denver (ABC) | F1 | 24 hrs. | Turner Classic Movies | G1 | 24 hrs. | Prime Sports Southwest | F1 | 24 hrs. |
| WABC-New York (ABC) | G4 | 24 hrs. | TVN Promotional Channel | T3 | 24 hrs. | Prime Sports West | F1 | 24 hrs. |
| WPLG-Miami (ABC) | S4 | 24 hrs. | UPN: United Paramount Net. | T1 | Mon. 5p | PASS Pro Am Sports System | S3 | 24 hrs. |
| CBC North-East | A2 | 8a-12p | USA Network-East | G5 | 24 hrs. | SportsChannel-Chicago | F1 | 24 hrs. |
| CBC North-Pacific | A2 | 11a-3p | USA Network-West | G1 | 24 hrs. | SportsChannel-Florida | F1 | 6p-1a |
| KMGH-Denver (CBS) | F1 | 24 hrs. | WBNI: Warner Bros. Net. | G4 | Wed. 8p | SportsChannel-New Engl. | S2 | 24 hrs. |
| KPIX-San Francisco (CBS) | S4 | 24 hrs. | MUSIC VIDEO | | | SportsChannel-New York | S2 | 24 hrs. |
| WRAL-Raleigh (CBS) | G4 | 24 hrs. | Classic Arts Showcase | G1 | 24 hrs. | SportsChannel-OH, CN, FL | F1 | 24 hrs. |
| WUSA-Wash., DC (CBS) | S4 | 24 hrs. | Country Music TV | F4 | 24 hrs. | SportsChannel-PA | S2 | 24 hrs. |
| Fox-East | T1 | o/v | MTV: Music Television-E. | F4 | 24 hrs. | SportsChannel-Pacific | F1 | 24 hrs. |
| Fox-West | T1 | o/v | MTV: Music Television-W. | F3 | 24 hrs. | SportSouth | S3 | Nightly |
| FoxNet | F1 | 24 hrs. | MOR Music TV | G5 | 24 hrs. | Sunshine Network | F1 | 7p-11p |
| KDVR-Denver (FOX) | F1 | 24 hrs. | Much Music USA | G2 | 24 hrs. | SUPERSTATIONS | | |
| WFLD-Chicago (FOX) | S4 | 24 hrs. | VH-1 (Video Hits One) | F4 | 24 hrs. | KTLA-Los Angeles | S3 | 24 hrs. |
| KCNC-Denver (NBC) | F1 | 24 hrs. | Z Music | G1 | 24 hrs. | KWGN-Denver | F1 | 24 hrs. |
| KNBC-Los Angeles (NBC) | S4 | 24 hrs. | NEWS AND INFORMATION | | | TBS SuperStation | G5 | 24 hrs. |
| WHDH-Boston (NBC) | S4 | 24 hrs. | CNBC | G5 | 24 hrs. | WGN-Chicago | G5 | 24 hrs. |
| WXIA-Atlanta (NBC) | G4 | 24 hrs. | CNN Headline News | G5 | 24 hrs. | WPIX-New York | S3 | 24 hrs. |
| NBC-East | F1 | o/v | CNN International | G1 | 24 hrs. | WSBK-Boston | S3 | 24 hrs. |
| Nebraska PBS | S3 | 24 hrs. | Cable News Network | G5 | 24 hrs. | WWOR-New York | F4 | 24 hrs. |
| NTV (CTV Newfoundland) | A1 | 24 hrs. | C-SPAN | F3 | 24 hrs. | ADULT | | |
| PBS | T1 | 24 hrs. | C-SPAN II | F4 | 24 hrs. | Adam & Eve | A1 | 24 hrs. |
| KRMA-Denver (PBS) | F1 | 24 hrs. | New England News Net. | S2 | 24 hrs. | AdultVision | A1 | 24 hrs. |
| MOVIES AND VARIETY | | | Telenovelas (ESP) | M2 | o/v | Around World After Dark | G3 | 12a-6a |
| American Independent Net. | G3 | 24 hrs. | Worldnet/CSPAN | S2 | 24 hrs. | CineXXX TV | A1 | 24 hrs. |
| American Movie Classics | F4 | 24 hrs. | PAY-PER-VIEW | | | EXXXtasy Premier | T1 | 8p-4a |
| America One TV | S3 | 24 hrs. | Action PPV | G7 | 6a-2a | EXXXtasy II | T1 | 24 hrs. |
| America's Talking | G1 | 24 hrs. | Cable Video Store | A1 | 24 hrs. | Playboy TV | G5 | 24 hrs. |
| Arts & Entertainment | G5 | 24 hrs. | Playboy TV PPV | G5 | 24 hrs. | Spice | T3 | 24 hrs. |
| Black Entertainment TV | G5 | 24 hrs. | Request TV | F4 | 24 hrs. | Spice | A1 | 24 hrs. |
| Bravo | F4 | 24 hrs. | TV Erotica PPV | T2 | 24 hrs. | TV Erotica | T2 | 24 hrs. |
| | | | TVN PPV 1-8 | T3 | 24 hrs. | XXXtreme TV | A1 | 24 hrs. |

■ = Horizontal; □ = Vertical; All times Eastern. ♦ = VC II Plus subscription channel. Weekday times unless noted otherwise. ESP=Spanish